

6. Award CC-1221-03/AJP– SR 434 Access Management Construction Project with APAC – Southeast, Inc. of Orlando, FL, (Not-to-Exceed \$3,284,503.00).

CC-1221-03/AJP will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of access along State Road 434 from US 17-92 to State Road 419. Work to include, but not limited to, site preparation, milling, paving, MOT, sidewalks, traffic signals, irrigation, landscape, and concrete sidewalk with emphasis on highly aesthetic quality finished product.

This project was publicly advertised and the County received three responses. The Review Committee which consisted of Brett Blackadar, P.E., Engineering; Steve Krug, P.E., Engineering; and Jim Pullen, P.E., Engineering, evaluated the submittals. Consideration was given to bid price, qualifications and experience.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, APAC Southeast, Inc., Orlando, in the amount of \$3,284,503.00 (total bid of \$3,429,391.98 less line items 715-1-113, 715-2-115, 715-2-415, 715-7-11, 715-14-11, 715-511-115, Bid Alternative G, and Bid Alternative H). The completion time for this project is 300 calendar days from issuance of the Notice to Proceed by the County.

This is a budgeted project and funds are available in account number 077501-56067000. Public Works/Engineering and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

**B.C.C. - SEMINOLE COUNTY, FL
BID TABULATION SHEET**

BID NUMBER: CC-1221-03/AJR
 BID TITLE: SR 434 Access Management Construction Project
 OPENING DATE: December 17, 2003, 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	APAC – Southeast, Inc. 3504 Lake Lynda Drive, Suite 170 Orlando, Florida 32817 Mark S. Marine, Vice President 407-208-1445 – Phone 407-208-9435 – Fax	Southland Construction, Inc. 172 West 4 th Street Apopka, Florida 32703 Daniel L. Carr, President 407-889-9844 – Phone 407-886-4348 – Fax	The Middlesex Corp 1 Spectacle Pond Road Littleton, MA 01460 David Socci, Vice President 978-742-4400 – Phone 978-742-4434 – Fax
TOTAL AMOUNT OF BID	\$3,429,391.98	\$3,773,382.17	\$3,886,567.25
Addenda (total of 1)	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes


Open and tabulated by: Amy Rossi, CPPB
 Posted: 12/22/2003

Recommendation of Award: APAC – Southeast, Inc. (Posted 02/17/2004)



Brett Blackadar

02/18/2004 07:48 AM

To: Amy Rossi/Seminole@Seminole
cc: Jim Pullen/Seminole@Seminole, Steve Krug/Seminole@Seminole,
Antoine Khoury/Seminole@Seminole
Subject: CC-1221-03 - SR 434 Access Management Construction 

Amy,

The selection committee of Steve Krug, Jim Pullen and myself has reviewed the construction bids and have come to agreement that the low bid from APAC - Southeast Inc. is acceptable. As previously discussed, please remove the following pay item numbers from the construction bid:

715-1-113
715-2-115
715-2-415
715-7-11
715-14-11
715-511-115
Bid Alternative G
Bid Alternative H

I will put the three conflict of interest forms in the interoffice mail today.

An interlocal agreement with Winter Springs is going to their City Commission for approval this coming Monday. In the interlocal, Winter Springs agrees to contribute up to \$320,000 of their 2nd gen sales tax money to this project. It looks like we will most likely be able to take this interlocal to our BCC at the March 23 meeting. In addition, we have to do two BAR's - one to encumber the money from the FDOT LAP agreement and one to encumber the Winter Springs interlocal funds. It seems to make sense that everything, including the construction award, should go to the board at the same time.

Thanks for your help and please let me know if you have any questions.

Brett W. Blackadar, P.E.
Principal Engineer
Seminole County Engineering
Phone: (407) 665-5702
Fax: (407) 665-5789

077501-56067000

AGREEMENT (CC-1221-03/AJP)

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **APAC-SOUTHEAST, INC.**, duly authorized to conduct business in the State of Florida, whose address is 3504 Lake Lynda Drive, Suite 170, Orlando, Florida 32817, hereinafter called the "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY." COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

Section 1. Work. The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as CC-1221-03/AJP - S.R. 434 Access Management Construction Project.

The Project for which the Work under the Contract Documents is a part is generally described as CC-1221-03/AJP - S.R. 434 Access Management Construction Project.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean TEI Engineers and Planners, 300 Primera Boulevard, Suite 200, Lake Mary, Florida 32746.

(b) "CEI" is the Seminole County Engineer or the COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall

mean AB/WCG Neel-Schaffer, Inc., 2600 Lake Lucien Drive, Suite 117, Maitland, Florida 32751.

Section 3. Contract Time.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within two hundred seventy (270) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on the CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price.) The CONTRACTOR's total compensation is THREE MILLION TWO HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED THREE AND NO/100 DOLLARS (\$3,284,503.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: 1) performance of the Work under Central Florida weather conditions; 2) applicable law, licensing, and permitting requirements; 3) the Project site conditions, including but not limited to, subsurface site conditions; 4) the terms and conditions of the Contract Documents, including, but

not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the COUNTY with its own forces, the work of other utility contractors and the work of others at the Project site.

Section 5. Payment Procedures.

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

Section 6. Additional Retainage For Failure to Maintain Progress on the Work.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, then the COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after

the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

Section 7. Contractor's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, weather, Chapter 220, Part 1, "Purchasing Code," Seminole County Code, and with all local conditions and federal, state and local laws, utility locations, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations,

examinations and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine," that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the COUNTY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the COUNTY may require him to repair, replace, restore or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: Mark S. Marine and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the COUNTY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR

shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or COUNTY or both by any governmental entity, district, authority or other jurisdictional entity relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR'S performance of the Work within ten (10) days of receipt of the complaint from citizens, ENGINEER or the COUNTY. The CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem." Responses and action taken by the CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within ten (10) days, then the COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the COUNTY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The

CONTRACTOR authorizes the COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. Contract Documents. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond.
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents.
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the COUNTY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion.
- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.

- (t) Supplemental Agreements.
- (u) CONTRACTOR's Waiver of Lien (Partial).
- (v) CONTRACTOR's Waiver of Lien (Final and Complete).
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete).
- (x) Consent of Surety to Final Payment.
- (y) Instructions to Bidders.
- (z) CONTRACTOR's Insurance Requirements, Certificate and Insurance Policies.

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and

CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, THREE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$3,900.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default or if the CONTRACTOR has abandoned the Work.

Section 10. Miscellaneous.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent

that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the

parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Seminole County Public Works/Engineering
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

For CONTRACTOR:

CONTRACTOR's Superintendent
APAC-Southeast, Inc.
3504 Lake Lynda Drive, Suite 170
Orlando, Florida 32817

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government. See County Personnel Policy 4.10(F).

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312 (15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 14. Material Breaches of Agreement.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

APAC-SOUTHEAST, INC.

MARK S. MARINE, Vice-President

By:_____
LUCIOUS F. ROLLINS, President

(CORPORATE SEAL)

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
DARYL G. MCLAIN, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AC/lpk
2/20/04
CC-1221

Attachment "A"

FHWA 1273

Contract Provisions

[FHWA Home](#) | [Feedback](#)

Program Administration

Search FHWA: [FHWA](#) > [Infrastructure](#) > [Program Administration](#) > [Contracts](#)

FHWA-1273 Electronic version -- March 10, 1994

Required Contract Provisions Federal-Aid Construction Contracts

- I. [General](#)
- II. [Nondiscrimination](#)
- III. [Nonsegregated Facilities](#)
- IV. [Payment of Predetermined Minimum Wage](#)
- V. [Statements and Payrolls](#)
- VI. [Record of Materials, Supplies, and Labor](#)
- VII. [Subletting or Assigning the Contract](#)
- VIII. [Safety: Accident Prevention](#)
- IX. [False Statements Concerning Highway Projects](#)
- X. [Implementation of Clean Air Act and Federal Water Pollution Control Act](#)
- XI. [Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion](#)
- XII. [Certification Regarding Use of Contract Funds for Lobbying](#)

Attachments

- A. [Employment Preference for Appalachian Contracts \(included in Appalachian contracts only\)](#)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the

general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring

minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. **Training and Promotion:**
 - a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such

unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of

Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
1. The number of minority and non-minority group members and women employed in each work classification on the project;
 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the

disabled when the demands for accessibility override (e.g. disabled parking).

- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - 2. the additional classification is utilized in the area by the construction industry;
 - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an

hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage

determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in

the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2) (B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that

the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - 2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - 3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription

by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans

and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of

Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion--Primary Covered Transactions**

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to

obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which

this transaction originated.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform

the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

This page last modified on April 28, 2003

[FHWA](#) | [Infrastructure](#) | [Program Administration](#)



United States Department of Transportation - Federal Highway Administration - Infrastructure

Davis-Bacon Wage Determination as of June, 2003

*It is the Contractors responsibility to maintain current
Davis-Bacon wages can be found at
<http://www.access.gpo.gov/davisbacon/>

GENERAL DECISION FL030039 06/13/2003 FL39

Date: June 13, 2003

General Decision Number FL030039

Superseded General Decision No. FL020039

State: **Florida**

Construction Type:

HIGHWAY**County(ies):**

BREVARD	MANATEE	PINELLAS
COLLIER	MARTIN	POLK
HERNANDO	ORANGE	SARASOTA
HILLSBOROUGH	OSCEOLA	SEMINOLE
LEE	PASCO	ST LUCIE

EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE
BASE, KENNEDY SPLACE FLIGHT CENTER AND MELABAR RADAR SITE

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building
structures in rest area projects, & railroad construction;
bascul, suspension & spandrel arch bridges; bridges designed for
commercial navigation; bridges involving marine construction; &
other major bridges.

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

BREVARD	MANATEE	PINELLAS
COLLIER	MARTIN	POLK
HERNANDO	ORANGE	SARASOTA
HILLSBOROUGH	OSCEOLA	SEMINOLE
LEE	PASCO	ST LUCIE

SUFL3005A 08/01/1993

	Rates	Fringes
BRICKLAYER, Manhole	9.02	
CARPENTERS	9.71	
CONCRETE FINISHER	8.91	
ELECTRICIAN	13.42	
FENCE ERECTOR	7.75	
FORM SETTER	7.76	
GRADEMAN	6.60	
GUARDRAIL ERECTOR	7.95	
KETTLEMAN	7.34	
LABORERS:		
Asphalt Raker	7.23	
Pipelayer	8.01	
Unskilled	6.60	
IRONWORKERS:		
Reinforcing	12.37	
Structural	6.60	
PAINTERS/BLASTER	10.72	

POWER EQUIPMENT OPERATORS:

Asphalt Distributor	7.39
Asphalt Paving Machine	8.23
Asphalt Plant Operator	6.83
Asphalt Screed	7.68
Backhoe	9.00
Boom-Auger	9.40
Bulldozer	8.42
Concrete Curb Machine	8.50
Concrete Groover/Grinder	9.00
Concrete Joint Saw	9.97
Concrete Paving Finish Machine	8.50
Concrete Pump Op.	13.00
Concrete Mixer Operator	6.63
Crane, Derrick, or Dragline	11.53
Earthmover	7.78
Fork Lift	7.63
Front End Loader	8.00
Gradall	8.76
Guardrail Post Driver	10.78
Mechanic	9.52
Milling Machine	8.76
Milling Machine Grade Checker	7.03
Motor Grader	9.54
Mulching Machine	6.70
Oiler, Greaseman	7.21
Pavement Striping Machine	11.04
Pavement Striping Machine	
Nozzleman	7.50
Power Subgrade Mixer	7.63
Piledriver Operator	10.82
Piledriver Leadsman	9.75
Rollers:	
Finish	7.24
Rough	6.70
Self-Prop., Rubber Tire	7.01
Scraper	7.33
Sign Erector	13.27
Small tool	7.33
Tractors:	
Light	6.76
80 HP or less	6.60
Over 80 HP	10.62
Trenching Machine	8.00
Widening Spreader Machine	7.52
TRAFFIC CONTROL SPECIALIST	7.15
TRAFFIC SIGNALIZATION :	
Installer	9.70
Mechanic	13.25
TRUCK DRIVERS:	
Lowboy	8.02
Single Rear Axle	6.70
Multi-Rear Axle	6.97

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

TECHNICAL SPECIFICATIONS

BID FORM

**SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF**

PROJECT: SR 434 Access Management Construction Project
COUNTY CONTRACT NO. CC-1221-03/AJP

Name of Bidder: APAC-SOUTHWEST, INC.

Mailing Address: 3504 LAKE LYNDAL DRIVE SUITE 170

Street Address: 3504 LAKE LYNDAL DRIVE SUITE 170

City/State/Zip: ORLANDO, FLORIDA 32817

Phone Number: (407) 208-1445

FAX Number: (407) 208-9435

Contractor License Number: CG-C021723

Contractor must be FDOT prequalified to perform all work as presented in the construction plans to bid on Work.

TO: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. _____ through _____, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY by purchase.

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: \$ 3 429 391 ²⁸
Numbers

THREE MILLION FOUR HUNDRED TWENTY NINE THOUSAND THREE HUNDRED
NINETY ONE DOLLARS AND NINETY EIGHT CENTS
(IN WORDS)


1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor (UNDER THE DAVID-BACON WAGES), permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.
3. Award based on lowest price including line items and bid alternatives.

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 - Bid Forms, including alternates and addendum, if any.
Section 00150 - Trench Safety Act Form
Section 00160 - Bidder Information Forms
Section 00300 - Non-Collusion Affidavit of Bidder Form
Section 00310 - Certification of Nonsegregated Facilities Form
Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 17th day of December, 2003.

APAC-SOUTHWEST, INC.
(Name of BIDDER)


(Signature of person signing this BID FORM)

MARK S. MARINE
(Printed name of person signing this BID FORM)

VICE PRESIDENT
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS BIDDER'S BOND

(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

BID FORMS
SR 434 Access Management Project

ROADWAY ITEMS						
Pay Item No.	Units	Quantity	Item Description	Unit or Lump Sum Price (Written in Words)	Unit Cost	Total
101-1	LS	1	MOBILIZATION	<u>ONE HUNDRED SIXTY NINE THOUSAND</u> DOLLARS <u>NO</u> CENTS	161000 ⁰⁰	161000 ⁰⁰
102-1	LS	1	MAINTENANCE OF TRAFFIC	<u>ONE HUNDRED FIFTY THOUSAND</u> DOLLARS <u>NO</u> CENTS	150000 ⁰⁰	150000 ⁰⁰
102-3	CY	1141	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	<u>EIGHTEEN</u> DOLLARS <u>SIXTY EIGHT</u> CENTS	18 ⁶⁸	21313 ⁸⁸
104-10	EA	1700	ROCK BAGS	<u>TEN</u> DOLLARS <u>NINETY</u> CENTS	10 ⁹⁰	18530 ⁰⁰
110-1-1	LS	1	CLEARING AND GRUBBING	<u>SEVENTY NINE THOUSAND SIX HUNDRED FIFTY</u> DOLLARS <u>NO</u> CENTS	71650 ⁰⁰	71650 ⁰⁰
110-4	SY	2355	REMOVAL OF EXISTING CONCRETE PAVEMENT	<u>TWENTY SIX</u> DOLLARS <u>SEVENTEEN</u> CENTS	26 ¹⁷	61630 ³⁵
120-2-2	CY	4351	EXCAVATION (BORROW)	<u>TWELVE</u> DOLLARS <u>TWENTY FOUR</u> CENTS	12 ²⁴	53256 ²⁴
120-71	LS	1	REGULAR EXCAVATION (RRR PROJECTS ONLY)	<u>FORTY ONE THOUSAND</u> DOLLARS <u>NO</u> CENTS	41000 ⁰⁰	41000 ⁰⁰
182-3-101	SY	4908	FINISH SOIL LAYER	<u>FIVE</u> DOLLARS <u>TWELVE</u> CENTS	5 ¹²	25118 ⁷²
285-712	SY	250	OPTIONAL BASE (BASE GROUP 12)	<u>THIRTY FIVE</u> DOLLARS <u>NINETY</u> CENTS	35 ⁹⁰	9190 ⁴⁰
286-1	SY	451	TURNOUT CONSTRUCTION	<u>THIRTY SIX</u> DOLLARS <u>SIXTY</u> CENTS	36 ⁶⁰	16506 ⁶⁰
300-1-1	GA	1226	BITUMINOUS MATERIAL (PRIME COAT)	<u>ONE</u> DOLLARS <u>NO</u> CENTS	1 ⁰⁰	1226 ⁰⁰
300-1-3	GA	7384	BITUMINOUS MATERIAL (TACK COAT)	<u>ONE</u> DOLLARS <u>NO</u> CENTS	1 ⁰⁰	7384 ⁰⁰
327-70-8	SY	5880	MILLING EXISTING ASPHALT PAVEMENT (1 1/2" AVG. DEPTH)	<u>FOUR</u> DOLLARS <u>FIFTY</u> CENTS	4 ⁵⁰	25560 ⁰⁰
327-70-8	SY	76038	MILLING EXISTING ASPHALT PAVEMENT (2 1/2" AVG. DEPTH)	<u>SEVENTY-NINE</u> CENTS	0 ⁷⁹	60070 ⁸¹
334-1-13	TN	4044.8	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C)	<u>FIFTY THREE</u> DOLLARS <u>THIRTY</u> CENTS	53 ³⁰	215587 ⁸⁴
337-7-8	TN	8558	FRICTION COURSE (INC BIT)(RUBBER)(FC-5)(110 LB/SY)	<u>SIXTY SEVEN</u> DOLLARS <u>SIXTY</u> CENTS	67 ⁶⁰	443320 ⁸⁰
400-1-15	CY	5	CONCRETE CLASS I (MISC.)	<u>SEVEN HUNDRED</u> DOLLARS <u>NO</u> CENTS	700 ⁰⁰	3500 ⁰⁰
425-1-351	EA	1	INLETS (TYPE P-5) (<10')	<u>THIRTEEN THOUSAND FIFTY</u> DOLLARS <u>NO</u> CENTS	3050	3050 ⁰⁰
425-1-471	EA	1	INLETS (CURB TYPE 7) (<10')	<u>FORTY ONE HUNDRED FORTY THREE</u> DOLLARS <u>NO</u> CENTS	4143 ⁰⁰	4143 ⁰⁰
425-1-715	EA	1	INLETS (GUTTER TYPE V) (PARTIAL)	<u>TWO THOUSAND FORTY FIVE</u> DOLLARS <u>NO</u> CENTS	2045 ⁰⁰	2045 ⁰⁰
425-2-81	EA	1	MANHOLES (P-8) (<10')	<u>TWENTY EIGHT HUNDRED THIRTY ONE</u> DOLLARS <u>NO</u> CENTS	2835 ⁰⁰	2835 ⁰⁰

BID FORMS						
SR 434 Access Management Project						
ROADWAY ITEMS						
Pay Item No.	Units	Quantity	Item Description	Unit or Lump Sum Price (Written in Words)	Unit Cost	Total
425-5	EA	6	MANHOLE (ADJUST)	FOURTEEN HUNDRED FIFTEEN DOLLARS <u>NO</u> CENTS	1415 ⁰⁰	8490 ⁰⁰
430-171-125	LF	154	PIPE CULVERT OPTIONAL MATL. (STORM SEWER) (18" ROUND)	SEVENTY ONE DOLLARS <u>NO</u> CENTS	71 ⁰⁰	10934 ⁰⁰
430-171-225	LF	140	PIPE CULVERT OPTIONAL MATL. (STORM SEWER) (18" ELLIP.)	EIGHTY ONE DOLLARS <u>NO</u> CENTS	81 ⁰⁰	11340 ⁰⁰
520-1-7	LF	6179	CONCRETE CURB & GUTTER (TYPE E)	THIRTEEN DOLLARS <u>NO</u> CENTS	13 ⁰⁰	80327 ⁰⁰
520-1-10	LF	1852	CONCRETE CURB & GUTTER (TYPE F)	FOURTEEN DOLLARS <u>NO</u> CENTS	14 ⁰⁰	25928 ⁰⁰
520-2-2	LF	170	CONCRETE CURB & GUTTER (TYPE B)	FIFTEEN DOLLARS <u>NO</u> CENTS	15 ⁰⁰	2550 ⁰⁰
520-2-9	LF	66	CONCRETE CURB (SPECIAL)	TWENTY NINE DOLLARS <u>NO</u> CENTS	29 ⁰⁰	1914 ⁰⁰
520-5-11	LF	7	CONCRETE TRAFFIC SEPARATOR (TYPE I) (4' WIDE)	FORTYEIGHT DOLLARS <u>NO</u> CENTS	48 ⁰⁰	336 ⁰⁰
520-70	SY	1456	CONCRETE TRAFFIC SEPARATOR (SPECIAL)	FIFTEEN DOLLARS <u>NO</u> CENTS	15 ⁰⁰	21825 ⁰⁰
522-1	SY	962	CONCRETE SIDEWALK (4" THICK)	TWENTY FOUR DOLLARS <u>NO</u> CENTS	24 ⁰⁰	23088 ⁰⁰
522-2	SY	490	CONCRETE SIDEWALK (6" THICK)	FORTY ONE DOLLARS <u>FIFTY</u> CENTS	41 ⁵⁰	19920 ⁰⁰
528-71	SY	1560	PAVEMENT TEXTURIZING	THIRTY EIGHT DOLLARS <u>NO</u> CENTS	38 ⁰⁰	59280 ⁰⁰
570-5	TN	0.2	FERTILIZER	FIVE DOLLARS <u>FORTY FIVE</u> CENTS	5 ⁹⁵	1 ⁰⁰
570-9	MG	5	WATER FOR GRASSING	SIXTY-TWO DOLLARS <u>NO</u> CENTS	82 ⁰⁰	410 ⁰⁰
575-1	SY	4906	SODDING	TWO DOLLARS <u>SEVENTY THREE</u> CENTS	273	13393 ³⁸
ROADWAY ITEMS SUB-TOTAL						1677655 ¹⁶

ROADWAY ITEMS SUB-TOTAL	1677655.2
-------------------------	-----------

BID FORMS
SR 434 Access Management Project

SIGNING AND PAVEMENT MARKING ITEMS

Pay Item No.	Units	Quantity	Item Description	Unit or Lump Sum Price (Written in Words)		Unit Cost	Total
630-1-11	LF	12	CONDUIT (ABOVE GROUND)	FIFTEEN	DOLLARS FORTY SIX CENTS	1546	185 ⁵²
630-1-12	LF	20	CONDUIT (UNDERGROUND)	SIX	DOLLARS FIFTY NINE CENTS	659	131 ⁸⁰
630-1-13	LF	55	CONDUIT (UNDER PAVEMENT)	ELEVEN	DOLLARS TWENTY SIX CENTS	1126	619 ³⁰
632-6-1	LF	105	SIGNAL CABLE		DOLLARS NINETY SIX CENTS	096	100 ⁸⁰
635-1-11	EA	2	PULL BOX	ONE HUNDRED EIGHTY THREE	DOLLARS NO CENTS	183 ⁰⁰	366 ⁰⁰
690-33	LF	40	CONCRETE STRAIN POLES (DEEP REMOVAL)	ONE HUNDRED TEN	DOLLARS NO CENTS	110 ⁰⁰	4400 ⁰⁰
690-80	AS	1	SPAN WIRE ASSEMBLY (REMOVE)	ONE HUNDRED FIFTY ONE	DOLLARS NO CENTS	151 ⁰⁰	151 ⁰⁰
700-40-1	AS	94	SIGN SINGLE POST	TWO HUNDRED TWELVE	DOLLARS NO CENTS	212 ⁰⁰	19928 ⁰⁰
700-40-2	AS	9	SIGN SINGLE POST	THREE HUNDRED EIGHTEEN	DOLLARS NO CENTS	318 ⁰⁰	2862 ⁰⁰
700-41-10	AS	1	SIGN MULTI POST	TWENTYTWO HUNDRED FORTY FIVE	DOLLARS NO CENTS	2245 ⁰⁰	2245 ⁰⁰
700-46-11	AS	68	SIGN, EXISTING (REMOVE) (SINGLE POST)	TWENTY FOUR	DOLLARS NO CENTS	24 ⁰⁰	1584 ⁰⁰
700-46-15	AS	1	SIGN, EXISTING (REMOVE) (SPAN WIRE)	ONE HUNDRED THIRTY	DOLLARS NO CENTS	130 ⁰⁰	130 ⁰⁰
700-46-46	AS	2	SIGN, EXISTING (RELOCATE) (SINGLE POST)	FORTY THREE	DOLLARS NO CENTS	43 ⁰⁰	86 ⁰⁰
700-90-11	AS	2	SIGN FLASHING BEACON	FIFTEEN HUNDRED	DOLLARS NO CENTS	1500 ⁰⁰	3000 ⁰⁰
700-90-31	AS	2	SIGN FLASHING BEACON (REMOVE)	ONE HUNDRED NINETY SIX	DOLLARS NO CENTS	196 ⁰⁰	392 ⁰⁰
705-71	EA	16	TUBULAR DELINEATORS	NINETY FOUR	DOLLARS NO CENTS	94 ⁰⁰	1504 ⁰⁰
706-3	EA	1208	RETRO-REFLECTIVE PAVEMENT MARKERS	THREE	DOLLARS TWENTY SEVEN CENTS	327	3950 ¹⁶
710-29	SY	2	ISLAND NOSE PAINT (WHITE)	SIXTEEN	DOLLARS THIRTY SIX CENTS	1636	3272
710-30	SY	6	ISLAND NOSE PAINT (YELLOW)	SIXTEEN	DOLLARS THIRTY FIVE CENTS	1635	9810
711-3	EA	9	PAVEMENT MESSAGES, THERMOPLASTIC	ONE HUNDRED NINE	DOLLARS NO CENTS	109 ⁰⁰	981 ⁰⁰
711-4	EA	133	DIRECTIONAL ARROWS, THERMOPLASTIC	THIRTY FIVE	DOLLARS NO CENTS	35 ⁰⁰	4655 ⁰⁰
711-7	SF	28	EXISTING STRIPING REMOVAL	FOUR	DOLLARS NINETY ONE CENTS	421	13748
711-31	QM	3.945	SKIP TRAFFIC STRIPE (6" WHITE, 10'-30' SKIP) THERMOPLASTIC	SIX HUNDRED NINETY	DOLLARS NO CENTS	690 ⁰⁰	2722 ⁰⁵

BID FORMS SR 434 Access Management Project						
SIGNING AND PAVEMENT MARKING ITEMS						
Pay Item No.	Units	Quantity	Item Description	Unit or Lump Sum Price (Written in Words)	Unit Cost	Total
711-32	GM	0.572	SKIP TRAFFIC STRIPE (8" YELLOW, 10'-30' SKIP) THERMOPLASTIC	<u>SEVEN HUNDRED FORTY SIX</u> DOLLARS <u>NONE</u> CENTS	<u>746.00</u>	<u>426.31</u>
711-33	LF	800	SKIP TRAFFIC STRIPE (WHITE) THERMOPLASTIC	<u>THIRTY ONE</u> DOLLARS <u>ONE</u> CENTS	<u>0.31</u>	<u>248.00</u>
711-35-81	LF	428	SOLID TRAFFIC STRIPE (8" WHITE) THERMOPLASTIC	<u>SIXTY FIVE</u> DOLLARS <u>ONE</u> CENTS	<u>0.65</u>	<u>276.90</u>
711-35-121	LF	2523	SOLID TRAFFIC STRIPE (12" WHITE) THERMOPLASTIC	<u>NINE</u> DOLLARS <u>NINE</u> CENTS	<u>1.09</u>	<u>2750.07</u>
711-35-181	LF	188	SOLID TRAFFIC STRIPE (18" WHITE) THERMOPLASTIC	<u>FIFTY THREE</u> DOLLARS <u>ONE</u> CENTS	<u>1.53</u>	<u>297.04</u>
711-35-241	LF	1331	SOLID TRAFFIC STRIPE (24" WHITE) THERMOPLASTIC	<u>EIGHTEEN</u> DOLLARS <u>TWO</u> CENTS	<u>2.18</u>	<u>2901.58</u>
711-38-181	LF	73	SOLID TRAFFIC STRIPE (18" YELLOW) THERMOPLASTIC	<u>SIXTY FOUR</u> DOLLARS <u>ONE</u> CENTS	<u>1.64</u>	<u>119.72</u>
711-37-81	NM	5.573	SOLID TRAFFIC STRIPE (8" WHITE) THERMOPLASTIC	<u>FOURTEEN HUNDRED NINETY SIX</u> DOLLARS <u>NONE</u> CENTS	<u>1496.00</u>	<u>8337.21</u>
711-38-81	NM	4.253	SOLID TRAFFIC STRIPE (8" YELLOW) THERMOPLASTIC	<u>SIXTEEN HUNDRED TEN</u> DOLLARS <u>NONE</u> CENTS	<u>1610.00</u>	<u>6847.33</u>
SIGNING AND PAVEMENT MARKINGS SUB-TOTAL						<u>72426.49</u>

SIGNING AND PAVEMENT MARKINGS SUB-TOTAL

BID FORMS
SR 434 Access Management Project

SIGNALIZATION ITEMS							
Pay Item No.	Units	Quantity	Item Description	Unit or Lump Sum Price (Written in Words)		Unit Cost	Total
630-1-11	LF	190	CONDUIT, ABOVEGROUND	<u>EIGHT</u>	DOLLARS <u>SIXTY-EIGHT</u>	8.68	1,649.20
630-1-12	LF	6305	CONDUIT, UNDERGROUND	<u>THREE</u>	DOLLARS <u>SIXTY-FOUR</u>	3.64	30,230.20
630-1-13	LF	473	CONDUIT, UNDER PAVEMENT	<u>ELEVEN</u>	DOLLARS <u>SEVENTY-ONE</u>	11.71	5,538.83
630-1-14	LF	1529	CONDUIT, UNDERGROUND - JACKED	<u>TEN</u>	DOLLARS <u>TWENTY-FIVE</u>	10.25	15,672.25
632-7-1	PI	6	SIGNAL CABLE TWO THOUSAND TWO HUNDRED SEVENTY	<u>ONE</u>	DOLLARS <u>NO</u>	2270-	13,620-
632-8-212	LF	300	INTERCONNECT CABLE (1-25 PAIR)	<u>ONE</u>	DOLLARS <u>TWELVE</u>	1.12	336-
633-123-2	LF	2015	FIBER OPTIC CABLE	<u>SIX</u>	DOLLARS <u>SIXTY-SIX</u>	6.66	13,419.90
635-1-11	EA	92	PULL BOX ONE HUNDRED EIGHTY-THREE	<u>ONE</u>	DOLLARS <u>NO</u>	183-	16,836-
635-1-12	EA	1	AERIAL JUNCTION BOX TWO HUNDRED FORTY-ONE	<u>ONE</u>	DOLLARS <u>NO</u>	241-	241-
635-1-15	EA	8	PULL BOX (FIBER OPTIC) FOUR HUNDRED FIFTY-EIGHT	<u>ONE</u>	DOLLARS <u>NO</u>	458-	3,664-
635-1-15A	EA	4	PULL BOX (FIBER OPTIC- SPECIAL) NINE HUNDRED FIFTY	<u>ONE</u>	DOLLARS <u>NO</u>	950-	3,800-
639-1-22	AS	4	ELECTRICAL POWER SERVICE (UNDERGROUND) ONE THOUSAND	<u>ONE</u>	DOLLARS <u>NO</u>	1000-	4,000-
639-2-1	LF	165	ELECTRICAL SERVICE WIRE	<u>ONE</u>	DOLLARS <u>NO</u>	1-	165-
649-740	EA	20	MAST ARM ASSEMBLY (F&I, SPECIAL DESIGN) THIRTEEN THOUSAND NINE HUNDRED	<u>ONE</u>	DOLLARS <u>NO</u>	13,900-	278,000-
650-51-313	AS	32	TRAFFIC SIGNAL, (3 SECTION 1 WAY) LED EIGHT HUNDRED FORTY	<u>ONE</u>	DOLLARS <u>NO</u>	840-	26,880-
650-51-513	AS	8	TRAFFIC SIGNAL, (5 SECTION CLUSTER, 1 WAY) LED ONE THOUSAND FOUR HUNDRED	<u>ONE</u>	DOLLARS <u>NO</u>	1,465-	11,720-
653-181	AS	36	PEDESTRIAN SIGNAL (LED, 1 WAY) FIVE HUNDRED TEN	<u>ONE</u>	DOLLARS <u>NO</u>	510-	18,360-
653-182	AS	2	PEDESTRIAN SIGNAL (LED, 2 WAY) NINE HUNDRED SIXTY-SIX	<u>ONE</u>	DOLLARS <u>NO</u>	966-	1,932-
659-108	EA	2	SIGNAL HEAD AUX. (STEEL PEDESTAL) ONE THOUSAND FIVE HUNDRED TWELVE	<u>ONE</u>	DOLLARS <u>NO</u>	1,512-	3,024-
659-109	EA	5	SIGNAL HEAD AUX. (CONCRETE PEDESTAL TYPE B) TWO HUNDRED FIFTY-FOUR	<u>ONE</u>	DOLLARS <u>NO</u>	254-	1,270-
660-1-103	EA	51	INDUCTIVE LOOP DETECTOR (TYPE 3) ONE HUNDRED THIRTY-SIX	<u>ONE</u>	DOLLARS <u>NO</u>	136-	6,936-
660-1-104	EA	14	INDUCTIVE LOOP DETECTOR (TYPE 4, TIME DELAY) ONE HUNDRED FIFTEEN	<u>ONE</u>	DOLLARS <u>NO</u>	115-	1,610-
660-2-102	AS	54	LOOP ASSEMBLY, TYPE B FIVE HUNDRED SIXTY-NINE	<u>ONE</u>	DOLLARS <u>NO</u>	569-	30,726-
660-2-106	AS	36	LOOP ASSEMBLY, TYPE F SIX HUNDRED SIXTY-TWO	<u>ONE</u>	DOLLARS <u>NO</u>	662-	25,156-

BID FORMS						
SR 434 Access Management Project						
SIGNALIZATION ITEMS						
Pay Item No.	Units	Quantity	Item Description	Unit or Lump Sum Price (Written in Words)	Unit Cost	Total
663-74-11	EA	10	VEHICLE DETECTOR ASSEMBLY (OPTICAL)	THREE HUNDRED EIGHTY DOLLARS NO CENTS	380-	3800-
663-74-12	EA	1	VEHICLE DETECTOR ASSEMBLY (INFRARED)	TWO THOUSAND ONE HUNDRED EIGHTY DOLLARS NO CENTS	2,180-	2,180-
665-11	EA	38	PEDESTRIAN DETECTOR	ONE HUNDRED FIVE DOLLARS NO CENTS	105-	3,990-
670-5-111	AS	6	ACTUATED SOLID STATE CONTROLLER ASSEMBLY	FOURTEEN THOUSAND FIFTY DOLLARS NO CENTS	14,050-	84,300-
685-328	EA	4	SYSTEM AUX. (INTERFACE PANEL, INSTALL)	TWO HUNDRED SIXTY-SEVEN DOLLARS NO CENTS	267-	1,068-
690-10	EA	33	REMOVE TRAFFIC SIGNAL HEAD ASSEMBLY	THIRTY-ONE DOLLARS NO CENTS	31-	1,023-
690-20	EA	11	REMOVE PEDESTRIAN SIGNAL ASSEMBLY	THIRTY-ONE DOLLARS NO CENTS	31-	341-
690-31	EA	3	REMOVE SIGNAL PEDESTAL	FIFTY-FOUR DOLLARS NO CENTS	54-	162-
690-33-1	LF	240	POLE REMOVAL (DEEP)	ONE HUNDRED SEVEN DOLLARS NO CENTS	107-	25,680-
690-33-2	LF	80	POLE REMOVAL (BOLT-ON ATTACHMENT)	ONE HUNDRED SEVEN DOLLARS NO CENTS	107-	8,560-
690-50	EA	6	REMOVE CONTROLLER ASSEMBLY	ONE HUNDRED EIGHTY DOLLARS NO CENTS	180-	1,080-
690-70	EA	11	REMOVE PEDESTRIAN DETECTOR ASSEMBLY	TWENTY-TWO DOLLARS NO CENTS	22-	242-
690-80	EA	10	REMOVE SPAN WIRE ASSEMBLY	NINETY DOLLARS NO CENTS	90-	900-
690-90	PI	5	REMOVE CABLING AND CONDUIT	ONE HUNDRED SIXTY-THREE DOLLARS NO CENTS	163-	815-
690-100	PI	6	REMOVE MISC. SIGNAL EQUIPMENT	ONE HUNDRED SIXTY-THREE DOLLARS NO CENTS	163-	978-
699-1-1	EA	20	SIGN, INTERNALLY ILLUMINATED	ONE THOUSAND TWO HUNDRED FORTY-FIVE DOLLARS NO CENTS	1,245-	24,900-
700-89-2	EA	2	FIBER OPTIC BLANK-OUT SIGN	TWO THOUSAND ONE HUNDRED FIFTY DOLLARS NO CENTS	2,150-	4,300-
741-70-111	EA	4	TMS VEHICLE SENSOR (CLASS II) (TYPE 1)	NINE HUNDRED THIRTEEN DOLLARS NO CENTS	913-	3,652-
745-70-12	AS	12	TMS INDUCTIVE LOOP ASSEMBLY (2 LOOPS/LANE)	SEVEN HUNDRED THIRTY-EIGHT DOLLARS NO CENTS	738-	8,856-
748-71-211	EA	3	TMS CABINET (TYPE IV)	TWO THOUSAND FOUR HUNDRED SIXTY DOLLARS NO CENTS	2,460-	7,380-
SIGNALIZATION SUB-TOTAL						698993.38

BID FORMS						
SR 434 Access Management Project						
LANDSCAPE ITEMS						
Pay Item No.	Units	Quantity	Item Description	Unit or Lump Sum Price (Written in Words)	Unit Cost	Total
580-301-1	EA	108	STAKING AND GUYING (TREES)	<u>TWENTY - SIX</u> DOLLARS <u>NO</u> CENTS	<u>26</u>	<u>2,756</u>
580-326-2	SY	12855	MULCH AND BARK (PINE NEEDLES)	<u>TWO</u> DOLLARS <u>FIFTEEN</u> CENTS	<u>2.15</u>	<u>27,638.25</u>
581-2	PL	35995	GROUND COVER (1 GA TO LESS THAN 5 GA CONT.)	<u>FOUR</u> DOLLARS <u>EIGHTY-FIVE</u> CENTS	<u>4.85</u>	<u>174,575.75</u>
582-1	PL	3652	SHRUBS (1 GA TO LESS THAN 5 GA CONT.)	<u>NINE</u> DOLLARS <u>EIGHTY</u> CENTS	<u>9.80</u>	<u>35,789.60</u>
583-4	PL	108	TREES (15 GA CONT. & LARGER)	<u>SIX HUNDRED EIGHTEEN</u> DOLLARS <u>NO</u> CENTS	<u>618</u>	<u>65,508.00</u>
590-70	LS	1	IRRIGATION SYSTEM	<u>THREE HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED FIFTY</u> DOLLARS <u>NO</u> CENTS	<u>366,250</u>	<u>366,250</u>
721-80	EA	1	PEDESTRIAN PLAZA	<u>FOURTY-FOUR THOUSAND SIX HUNDRED</u> DOLLARS <u>NO</u> CENTS	<u>44,600</u>	<u>44,600</u>
715-1-113	LF	17289	CONDUCTORS (F & I) (INSULATED) (NO 6)	<u>NO</u> DOLLARS <u>FIFTY - FIVE</u> CENTS	<u>0.55</u>	<u>9,508.95</u>
715-2-115	LF	4820	CONDUIT (F & I UNDERGROUND) (PVC SCH 40) (2")	<u>THREE</u> DOLLARS <u>FIFTEEN</u> CENTS	<u>3.15</u>	<u>15,183.00</u>
715-2-415	LF	945	CONDUIT (F & I JACKED) (PVC SCH 40) (2")	<u>TEN</u> DOLLARS <u>SIXTY</u> CENTS	<u>10.60</u>	<u>9,995.80</u>
715-7-11	EA	1	LOAD CENTER (F & I) (SECONDARY VOLTAGE)	<u>FOUR THOUSAN TWO HUNDRED</u> DOLLARS <u>NO</u> CENTS	<u>4,200</u>	<u>4,200</u>
715-14-11	EA	45	PULL BOX (F & I) (ROADSIDE)	<u>TWO HUNDRED TEN</u> DOLLARS <u>NO</u> CENTS	<u>210</u>	<u>9,450</u>
715-511-115	EA	34	LIGHTING POLE COMPLETE (F & I) (SINGLE ARM 5HLDR MNT) (ALUM 18" MH)	<u>TWO THOUSAND SEVEN HUNDRED</u> DOLLARS <u>NO</u> CENTS	<u>2,700</u>	<u>91,800</u>
LANDSCAPING SUB-TOTAL						<u>857255</u>

BID FORMS
SR 434 Access Management Project

LANDSCAPE ITEMS									
Pay Item No.	Units	Quantity	Item Description	Unit or Lump Sum Price (Written in Words)				Unit Cost	Total
BID ALTERNATES									
		LS	BID ALTERNATE A	THREE THOUSAND EIGHT HUNDRED TEN	DOLLARS	NO	CENTS	3810 ⁻	3810 ⁻
		LS	BID ALTERNATE B	EIGHTY-SEVEN THOUSAND THREE HUNDRED	DOLLARS	NO	CENTS	87,300 ⁻	87,300 ⁻
		LS	BID ALTERNATE C	EIGHT THOUSAND TWO HUNDRED	DOLLARS	NO	CENTS	8,200 ⁻	8,200 ⁻
		LS	BID ALTERNATE D	TWO THOUSAND	DOLLARS	NO	CENTS	2,000 ⁻	2,000 ⁻
		LS	BID ALTERNATE F	SEVENTEEN THOUSAND	DOLLARS	NO	CENTS	17,000 ⁻	17,000 ⁻
		LS	BID ALTERNATE G	TWO THOUSAND THREE HUNDRED SIXTY-FIVE	DOLLARS	NO	CENTS	2,365 ⁻	2,365 ⁻
		LS	BID ALTERNATE H	TWO THOUSAND THREE HUNDRED EIGHTY-SIX	DOLLARS	SIXTY-FIVE	CENTS	2386.65	2386.65
								BID ALTERNATES SUB-TOTAL	123061 ⁶⁵
								Total Cost:	3429,391 ⁹⁸

Total Cost: THREE MILLION FOUR HUNDRED TWENTY NINE THOUSAND THREE HUNDRED NINETY ONE
DOLLARS AND NINETY EIGHT CENTS
 (WRITTEN IN WORDS)

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:


In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs are not a separate pay item. The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
<u>SLOPING</u>	<u>LF</u>	<u>294</u>	<u>1.00</u>	<u>294.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

TOTAL \$ 294.00

MARK S. MARINE

Printed Name



Signature

APAC SOUTHEAST, INC.

Bidder Name

12/17/03

Date

BIDDER INFORMATION

Bidder shall complete the following information and include with their bid submittal.

Bidder Information

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
	President	LUCIOUS F. ROLLINS
*	Vice-President	MARK S. MARINE
	Asst. Secretary	DONALD J. CARTER
	Treasurer	
	Resident Superintendent	

Indicate with an asterisk (*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific proposal and contract documents. Each Bidder must assure that the officer information provided is in accordance with the Bidder's corporate registration supplied to the Secretary of State.

EXPERIENCE OF BIDDER

NAME OF BIDDER APAC-SOUTHEAST, INC.

The Bidder shall complete and provide the following information regarding experience within the past three years in this particular project work.

Bidder must demonstrate ability to construct projects of similar complexity, nature and size of this project. Under Client's Name and address, please include Contact's name, Telephone Number and Fax Number.

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #S	CONTRACT AMOUNT
2/03	Walt Disney World		\$ 2,011,889 ⁰⁰
	WOW 3403 VISTA BLVD LAKE BUENA VISTA FL 32830		
	ATTEN KEVIN CLAYNE 407 828 2301		
9/03	Orlando Airport Const. Contract		\$ 188,445 ⁰⁰
	GOAFL Orlando Airport Blvd Orlando 32827		
	ATTEN JOHNNY SMITH 407 825 - 3760		
9/03	Osceola County Road Paving		\$ 2,955,010
	OSCEOLA CO. OF COMMISSIONERS 2350 KISSIMMEE PK BLVD		
	John Jensen 407 892-3110 ST CLOUD, FL 34769		
			\$ _____
			\$ _____
			\$ _____
			\$ _____

Do you have any similar work in progress at this time? ☒ Yes ☐ No

Length of time in business: 60 + Years

NON-COLLUSION AFFIDAVIT OF BIDDER

State of FLORIDA)
)ss
County of SEMINOLE)

MARK S. MARINE, being first duly sworn, deposes and says that:

(1) He is VICE PRESIDENT, of APAC-BOOTHBROS, Inc., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Seminole County, Florida, or any person interested in the proposed Agreement; and

(5) The prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

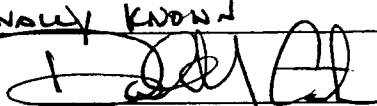
Signed: 

Printed Name: MARK S. MARINE

Title: VICEPRESIDENT

STATE OF FLORIDA)
) ss
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 17th day of DECEMBER, 2003, by MARK S. MARINE who is personally known to me or who has produced PERSONALLY KNOWN identification.


Print Name DONALD J. CARTER
Notary Public in and for the County and State
Aforementioned



Donald J Carter
My Commission CC943000
Expires July 19, 2004

My commission expires: _____

ATTACH AND INCLUDE THIS PAGE OF NON-COLLUSION AFFIDAVIT OF BIDDER AS PART OF BID FORM; FAILURE TO DO SO SHALL BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

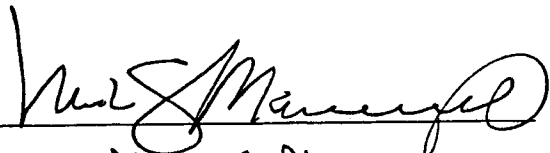
CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 12/17/03

By: 

Print Name: MARK S. MARINO

Official Address:

Title: VICEPRESIDENT

3504 LAKE LYNDON DRIVE

Suite 170

ORLANDO FL 32817

(Include Zip Code)

ATTACH AND INCLUDE THIS PAGE AS PART OF BID FORM; FAILURE TO DO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

APAC-Southeast, Inc.

(Here insert full name and address or legal title of Contractor)

3504 Lake Lynda Dr. #170, Orlando, FL 32817

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02117

a corporation duly organized under the laws of the State of **Massachusetts**

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Volusia County

1101 East First Street, #3208, Sanford, FL 32771

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Amount Bid - - - -

Dollars (\$ 5% - - -),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

SR 434 - Access Management Construction Project

CC-1221-03/AJP.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **17** day of **December** **2003**

APAC-Southeast, Inc.

(Principal)

(Seal)

(Witness)

(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

(Witness)

(Title)

Attorney-in-Fact

COUNTERSIGNED:

Kristin Haley

Anett Cardinale

Anett Cardinale
Florida Licensed Resident Agent

Inquiries: 813-281-2095

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **DAVID H. CARR, JAMES W. DUNN, SHARI SEGALL, ANETT CARDINALE, LINDA J. MEYER, KIMBERLY A. TAVERNIER, ALL OF THE CITY OF TAMPA, STATE OF FLORIDA**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY-FIVE MILLION AND 00/100***** DOLLARS (\$ 25,000,000.00*****)** each, on behalf of

APAC-SOUTHEAST, INC.

, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-laws, Garnet W. Elliott, an Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 31st day of July, 2003.

LIBERTY MUTUAL INSURANCE COMPANY

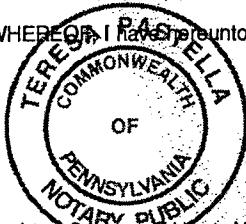


By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 31st day of July, 2003, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

Teresa Pastella
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 17th day of December, 2003.



David M. Carr
David M. Carr, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**NOTICE FROM SURETY REQUIRED BY
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services (referred to collectively hereinafter as the "Issuing Sureties").

NOTICE FORMS PART OF BOND

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

DISCLOSURE OF PREMIUM

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.